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 Ratione Personae Sui Juris

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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
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IN THE FEDERAL COURT OF CLAIMS  
 FOR AMERICA

Sir Tommy-Lee Shane Ammon,

Plaintiff,

vs,

UNITED STATES OF AMERICA,

Defendant

Case No. \_\_\_\_\_

NOTICE OF ACTION


CV 18-0374 TUCJGZPSOT

COMPLAINT

The plaintiff and ingenious, filing this complaint in forma pauperis in propria persona, seeks relief in monetary judgement against the United States for \$49,777,666 based on the following reasons and attached supporting arguments;

- 1) Breach of contract in-Fact under jurisdiction of Tucker Act 28 §1346, 15 USC § 77a, 77h-1, 28 §1503
- 2) Defaulting on an implied in law contract and claim of Fraud and duress 42 §1983, 15 USC § 26
- 3) Moral obligation to compensate plaintiff's Cestui que vie trust by way of forced citizenship 28 U.S.C. § 2509, Fifth Amendment Takings Clause

July, 2018  
 DATE

  
 Sir Tommy-Lee Ammon

### Overview

In this action, Plaintiff Sir Tommy-Lee Shume, of the Amman Family, a Sovereign Ingenius, free man of the State of Arizona, requests an award of damages equal to the matured value (plus interest) of my 1st gift certificate of indebtedness coupon bond, a Securities note registered under my "Strawman" legal fiction name. That name/entity is my Jui Juris name, only written with all capital letters, which denotes a corporate title for legal purposes. I am the rightful owner and creditor of the value in the certificate which is the object of this complaint.

The issues raised in this argument assert a number of causes of action, including, among others, breach of contract, equitable estoppel, and Fifth Amendment takings. I will give a brief lecture of our nations history as it relates to actions taken by the Defendant. I believe that the value in the security bond, which is attached to my cestui qua vie trust, is valued in excess of \$620,000,000<sup>00</sup> as of year 2018. I, Plaintiff, am only asking for \$42,777,666<sup>00</sup>.

### Background

Pursuant to its power "to borrow money on the credit of the United States" under Article I, Section 8, clause 2 of the Constitution, Congress has delegated authority to the Secretary of the Treasury ("the Secretary"), with the approval of the President, to issue savings bonds and savings certificates of indebtedness in Government amounts necessary for expenditures authorized by law and may redeem, buy, and make refunds under Title 31, USCS § 3111, § 3105(a), § 3104. The statutes give the Secretary the authority to prescribe regulations governing, among other things, the bonds' investment yield, maturity period, redemption, ownership, and transfers. A obligation may be issued under 31 USCS § 3101 to buy, redeem, resold, at or before maturity, outstanding bonds, notes, certificates of indebtedness, Treasury bills, or savings

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certificates of the United States Government. These regulations appear in Title 31 of the Code of Federal Regulations, Parts 315, 353, and 360. Section 315.5 provides that the person whom a bond is registered is the owner of the bond ("registration is conclusive of ownership"). The regulations do not impose any time limits for bond owners to redeem the gift certificate of indebtedness, securities coupon savings bond, from a cestui que vie trust which is the subject of this case. Therefore, owners can present them at any time, or in my case, provide proof that I am registered owner and creditor of lost bond and intent of redemption.

#### Historical Facts

Between our domestic dilemmas of the Civil War and the threats of the Great Depression, President Franklin D. Roosevelt and Treasury Secretary Henry Morgenthau Jr., set out to create a public debt program that would both stimulate the nations faltering economy and renew the confidence of average American investors badly shaken by the collapse of the private banking system. What they devised would later help finance World War II and the country's post war expansion, and ultimately become the world's widest-held security: the United States savings bond. Backed by the "Full Faith and Credit" of the Federal government, these coupon bond, indebtedness certificates, unbeknownst to most native-born Americans, are the most valuable. They should be redeemed upon presentation by the registered owner, with almost-guaranteed assurance of payment. Obviously it's not that simple. The government is profiting off these collateral security savings bonds by trading them on the open market. Through these proceedings and other document filings, I hope this court finds that USG honor a pure legal/conventional literal/moral obligation.

The objective of this complaint is to address written law of the Constitution as it was meant by the free men who wrote it. I intend to point out Acts of law that were purposed to remedy the acknowledgement of the particular issue in question. In this complaint I approach a topic all too familiar with groups involved with the "sovereign citizen movement", which I refuse to associate or rather identify with. I merely intend to flourish the direction in which they meant to travel by their rhetoric language with a purpose that, if properly assessed, would conclude with a positive result. Again I emphasize that I am in fact not identifying or associated with the term "sovereign citizen", for that expression or title is as oxymoronic as I have ever heard. My most imperative reference will be to that of the Constitution. I will also point to executive Acts executed by our presidents, that are devoted to helping Americans obtain relief. Other case citings and reference to the Constitution will support my case. The cause for my case is this; to present my awareness of how the United States Government (USG) defrauded it's ingenious People into citizenship (civil slavery) through the long arms reach of, initially, the State governments and ultimately up through to the USG Treasury by ambiguous contractual obligations and/or deceit and fraud. I stand to exert my inherent position as a natural person, a free man, born in America, "the Land of the Free", a human created by God Almighty, a Patriot upholding his (Constitutional) right as a Sovereign Ingenious Man. I will elucidate a prompt history regarding my Nation as compared to some domestic radicals' certain beliefs. Furthermore, this brief and it's supporting arguments are proffered as factual basis for cause and intent for compensatory relief in the amount disclosed in the introduction of this complaint, as well as acknowledgement of my Sovereign status. The number provided is the same number stated on a financial form that I filed, initiating case.

Accordingly, by virtue of Article IV of the Constitution, white people born in America were free individuals. This is clearly well established through its text by which the authors who ordained it, who themselves were free men. Around the time of the Civil War and the Revolution, the United States had a national debt of \$4,400,000,000 and soon after declared bankruptcy. This is when the United States went off the gold standard in 1933. Just prior to this and the closing of the Civil War in 1866 an act of Congress was passed granting citizenship to persons born in the U.S. This is known as the Civil Rights Bill. Subsequently, through lack of disclosure and the ratification of the Fourteenth Amendment, Americans became corporate citizens with the intent of "good order." Thus, the People have been swindled into contracting with the government for benefits of citizenship through legal documents such as birth certificates and social security cards. A process enacted by Congress referred to as stabilization was a means to clear our nations debt. This established the Stabilization Fund, which through these patronage collateral trust bond certificates, held U.S. citizens as a security collateral. The Securities Act of 1933 and the Exchange Act of 1934, while obscure as it is, addresses how to redeem these security bonds. The purpose of these acts have fundamental purpose of substituting philosophy of full disclosure for philosophy of "caveat emptor." Since 1933 the U.S. dollar has been backed not by gold, but by the "Full Faith and Credit" of the United States. This is when President Franklin D. Roosevelt initiated acts of Congress such as the Emergency Banking Act, Agriculture Adjustment Act, Executive Orders 6073, 6102, 6111, 6260, and the Gold Reserve Act. Additionally, The House Joint Resolution 192 Public Law 73-10 48 STAT. 112-113 in short states that obligation



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for payment in gold is against public policy and all U.S. currency is legal tender. By 1971, President Richard M. Nixon ended all direct convertibility of U.S. currency into gold. This all sets the stage for why and how the USG went about creating legal fiction citizens as collateral for securing our nations multi billion dollar debt.

Seemingly, the USG has generated a legit scheme by forcing natural born Americans to obtain gift certificates of birth, therefore under "good order" binding us into contractual relations for benefits of "citizenship" (civil slavery), under these legal fiction corporate entity identities with the natural ingenu name in all capital letters. These fictional character shells are used for legal purposes such as in court proceedings. They represent, but are separate from the "flesh and blood" human being. Another well known term referencing these kind of identities is the "strawman". Registration of these law created entities starts with the Department of Health and Safety, the register of Treasury of State where the person was born and ultimately with the Treasury of the United States. This is done not just for census purposes, but to document and initiate a securities trust account TIN: BUSESS161 using the given social security number, in order to compile data regarding government indebtedness. The provided birth documents are registered indenture patronage collateral trust certificates of deposit as security in a security-based swap, which are bond notes held as a Treasury stock. These are evidence of indebtedness to the true owner, a preorganized certificate security future receipt for guarantee of monies to be redeemed to creditor of the stock. Under the law created corporate fiction entity name of TOMMY-LEE SHANE AMMON, is properly, a "citizen" of the United States. Through these contracts Americans pledge their children

and property as a security collateral for the national debt in exchange for "benefits of citizenship." This process also pledges the life-time earning capacity of each of it's citizens to foreign investors like the British Commonwealth. The remedy to redeem these contractual obligations was provided with the House Joint Resolution 193 and the Uniform Commercial Code (UCC), by filing a Financial Form. This initiates separation from the corporate fiction entity ("strawman") and the Free man, a process term known as "piercing the corporate veil." Prior to freeing myself and my status as a U.S. citizen, I was technically in part the borrower and part lender in the securitization contract and have a right to complain about the contract in fact regarding bond, an actual government appropriated contract, because I acknowledge my property of my own person as a Sovereign Ingenious and not property (citizen) of the United States. Much like a will of the deceased man, creditors are unaware of such contracts til "put on notice," parties from both sides contingent of this complaint, have officially been "put on notice." Meinhart v. CMG Mortgage, Inc 2016. The trustee of such monies is fully reliable for imbursement of such funds under the notion "Caveat emptor," to the rightful creditor. This is valid obligations of the government with jurisdiction under law of the Tucker Act. The Treasury of the United States is in charge of disbursement of said monies. For practitioners of law, particularly adversaries of individuals who assert their inherent right to acquire the interest due upon their Sovereign status, will refer to this action as the "redemption theory." As this complaint is clearly constructing, this is more than a theory and actually contract in fact.

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"Any people anywhere, being inclined and having the power, have the right to rise up, and shake off the existing government, and form a new one that suits them better. This is a most valuable, - a most sacred right, which we hope and believe, is to liberate the world. Nor is this right confined to cases in which the whole people of an existing government, may choose to exercise it. Any portion of such people that can, may revolutionize, and make their own, or so much of the territory as they inhabit. More than this, a majority of any portion of such people may revolutionize, putting down a minority, intermingled with, or near about them, who may oppose their movement. Such minority, was precisely the case, of the stories of our own revolution, it is a quality of revolutions not to go by old lines, or old laws, but to break up both, and make new ones." 1 Basler, The Collective Works of Abraham Lincoln (1953), pp 438-439, January 12, 1848 Addressing U.S. House of Representatives. Knowledge of such history is feared by our government, and only by this action may I get results. Virginia's Governor from 1641-1677 Sir William Berkeley said this "... I thank God, there are no free schools nor printing, and I hope we shall not have these a hundred years; for learning has brought disobedience, and heresy and sects into the world, and printing has divulged them, and libels against the best government. God keep us from both." 2 Henings Stat. v. 1660-1682 p. 517 As John Locke says "The people shall be judge." Second Treatise on Civil Government § 240. To forbid the teaching of propriety, of revolution, even where the teacher believes his own lesson, is to hinder the people in the free exercise of this great sovereign right. Dennis v. United States, 391 U.S. 599, 581



Within the Fifth Amendment, the established rule is that the taking of property by the United States in the exertion of its powers of eminent domain implies a promise to pay just compensation, i.e. value at the time of the taking plus an amount sufficient to produce the full equivalent of that value paid contemporaneously with the taking. This is the case by taking the American Ingenui and forcing citizenship on them. Of course this is only recognized by the few who learn and acknowledge their Sovereignty. In the matter of Perry v. United States, 294 U.S. 330 1935 it goes on to explain how in authorizing Congress to borrow money, the Constitution empowers the Congress to fix the amount to be borrowed and the terms of payment. By virtue of the power to borrow money "on the credit of the United States," the Congress is authorized to pledge that credit as an assurance of payment as stipulated, as the highest assurance the government can give, its plighted faith. To say that the Congress may withdraw or ignore that pledge, is to assume that the Constitution contemplates a vain promise, a pledge having no other sanction than the pleasure and convenience of the pledger. As an instrument of sovereignty, Congress is endowed with certain powers to be exerted on behalf of the people in the manner and with the effect the Constitution ordains. The Congress cannot invoke the sovereign power of the people to override their will as thus declared. The powers conferred upon the Congress are harmonious. The Constitution gives to the Congress the power to borrow money on the "credit of the United States," an unqualified power, a power vital to the Government, upon which in an extremity its very life may depend. The binding quality of the promise of

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the United States is of the essence of the credit which is so pledged. Having this power to authorize the issue of definite obligations for the payment of money borrowed, the Congress has not been vested with authority to alter or destroy those obligations. The fact that the United States may not be sued without its consent is a matter of procedure which does not affect the legal and binding character of its contracts. Whether Congress is under no duty to provide remedies through the courts, the contractual obligation still exists and, despite infirmities of procedure, remains binding upon the conscience of the Sovereign. As such, this is probably the reason behind no published references to cases on the subject with judgement in favor of the plaintiff. Congress and Government usually agree to settle conflict/complaint with the Sovereign Individual out of court. The Fourteenth Amendment explicitly declares that the validity of the public debt of the United States, authorized by law, shall not be questioned. While this provision is undoubtedly inspired by the desire to put beyond question the obligations of the Government issued during the Civil War, its language indicates a broader connotation. It is regarded as confirmatory of a fundamental principle, which applies as well to government bonds duly authorized by the Congress, and to those issued before the Amendment was adopted. There is no reason for not considering the expression "the validity of the public debt" as embracing whatever concerns the integrity of the public obligations. The Joint Resolution of June 5, 1933, 46 Stat. 113, in so far as it attempted to override an obligation created by a bond in suit, went beyond the congressional power.

On the other hand if one is to choose that no such contract in-fact exists within the jurisdiction under the Tucker Act, well

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then one must accept that a contract implied by law as fiction of law as imputed to perform legal duty, as to repay money obtained by fraud and/or duress and a moral obligation of the Sovereign (USG) to compensate for the ambiguous implied actions presented by the government and must be held to acknowledge the inherent right of the Ingenuus' Sovereignty for whom was unwittingly held as collateral and property of the United States and be granted his due monetary relief for his role as a "good order" citizen.

As in the case of United States v. Sioux Nation of Indians 1980, "The term 'debts' include those debts or claims which rest upon a merely equitable or honorary obligation, and which would not be recoverable in a court of law if existing against an individual. The Nation, speaking broadly, owes a 'debt' to an individual when his claim grows out of general principles of right and justice; when, in other words, it is based upon considerations of a moral or merely honorary nature, such as are binding on the conscience or the honor of an individual, although the debt could obtain no recognition in a court of law. The power of Congress extends at least as far as the recognition and payment of claims against the government when are thus founded."

In a similar case to this one in question, the court dismissed for lack of jurisdiction, and when considering whether to dismiss a complaint for lacking jurisdiction, a court assumes that the allegations in the complaint are true and construes those allegations in plaintiff's favor. A pro se plaintiff's complaint, however inartfully pleaded, must be held to less stringent

Standards than formal pleadings drafted by lawyers. However, a pro se plaintiff is not excused from meeting basic jurisdictional requirements. In other words, a pro se plaintiff is not excused from his or her burden of proving, by a preponderance of the evidence, that the court possesses jurisdiction. Granett v. United States. Through my citings of law and reference to the power and reach of Congress, I have established and demonstrated this court's jurisdiction of the matter and/or the moral obligation of the government to compensate.

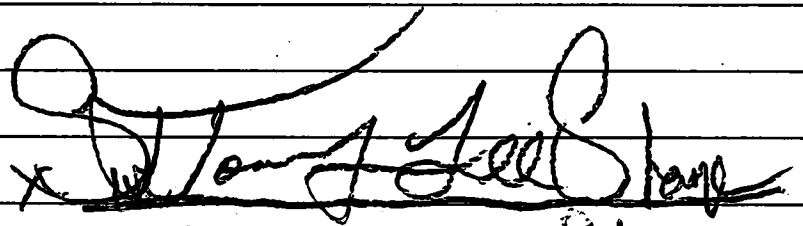
Other decisions clearly establish that Congress may recognize it's obligation to pay a moral debt not only by direct appropriation but also by waiving an otherwise valid defense to a legit claim against the United States, as did the Cherokee Nation case.

In the case of Pope v. United States, 1944, the court held that Congress' recognition of Pope's claim was within it's power to pay the Nation's debt, and that the use of the Court of Claims as an instrument for exercising that power did not impermissibly invade the judicial function. The power of Congress to provide for the payment of debts, conferred by § 8 of Article I of the Constitution, is not restricted to payment of those obligations which are legally binding on the government. It extends to the creation of such obligations in recognition of claims which are merely moral and honorary. United States v. Realty Co. 163

As a citizen of both the State of Arizona and the United States, I have suffered great pain and duress. I have been held prisoner for minor offenses involving little if no moral turpitude and subjected to the excessive use of force by it's police agents. All this under the "strawman" corporate shell, a

supposedly legal fraudulent use of my Sovereign name. As described throughout this complaint, according to our Constitution, I am of the Sovereign People and an Ingenious Man with inherent individual rights living in America, "Land of the Free". As such, it is only morally right to be redeemed, payed back, and compensated duly for my role as a prior citizen of the American government as collateral for our national debt. It is only fair and right, morally on the conscience of myself and the United States to grant me relief in the fair amount of \$49,777,666<sup>00</sup> as was stated on the filed UCC financial statement form, vs. target price of \$620,000,000<sup>00</sup>.

Respectfully Submitted, this 20 day of July,  
2018

X   
Sir Tammy-Lee Chan

of the Ammon Family

NOTARIZED